

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)



Order Filed on March 14, 2022
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In Re:

Case No.: _____
Chapter: _____
Hearing Date: _____
Judge: _____

ORDER

The relief set forth on the following pages, numbered two (2) through _____, is
ORDERED.

DATED: March 14, 2022

A handwritten signature in dark ink, appearing to read "Jerrold N. Poslusny, Jr.", is written over a horizontal line.

Honorable Jerrold N. Poslusny, Jr.
United States Bankruptcy Court

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

Gamaliel Alexander Posey, Sr.,

Debtor.

Case No.: 21-19958-JNP
Chapter 13

**CONSENT ORDER RESOLVING OBJECTION OF AMERICAN EXPRESS
NATIONAL BANK TO CHAPTER 13 PLAN**

Creditor and party in interest American Express National Bank (“American Express”) and the Debtor Gamaliel Alexander Posey, Sr. (the “Debtor”) hereby resolve the Objection of American Express National Bank to Chapter 13 Plan (Dkt. No. 16) as follows:

Whereas the Debtor filed a Chapter 13 Bankruptcy Petition in this Court on December 30, 2021 (the “Petition”, Dkt. No. 1)

Whereas the Debtor filed a Chapter 13 Plan on January 3, 2022 (the “Plan,” Dkt. No. 6);

Whereas American Express filed a secured proof of claim based on a valid judicial lien on the Debtor’s real property in the amount of \$3,369.42 arising from a judgment against the Debtor entered in the Gloucester County Court on or about April 5, 2017 and recorded on or about September 11, 2019;

Whereas American Express filed the Objection because the Petition characterized American Express's claim as unsecured and the Plan was silent as to the treatment of American Express's claim; and

Whereas the parties differ on the issue of whether American Express's secured claim impairs the Debtor's homestead exemption and that determination remains unresolved;

American Express and the Debtor hereby agree that the claim filed by American Express in this bankruptcy shall be treated as a perfected secured claim. American Express and the Debtor further agree that the Debtor shall pay American Express the full amount of its claim (\$3,369.42) as provided for in the Plan.

The parties agree that this stipulation can be signed in counterparts and that an electronic or scanned signature shall have the same effect as an original signature.

Agreed and assented to by the parties on this the 11 day of March, 2022.

AMERICAN EXPRESS NATIONAL
BANK,

By its attorney,

/s/ G. Todd Pondish

G. Todd Pondish, Esq.
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GAMALIEL ALEXANDER POSEY, SR.

By his attorney,

/s/ Steven J. Richardson

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SO ORDERED:

Hon. Jerrold N. Poslusny Jr.
United States Bankruptcy Judge